

LIBRARY
INSTITUTE OF MANAGEMENT

BERGEN UNIVERSITY

A G R E E M E N T

1987-1990

THE ADMINISTRATORS ASSOCIATION OF EMERSON

AND

THE EMERSON BOARD OF EDUCATION

(Employers)

COUNTY OF BERGEN, NEW JERSEY

Dated: April 27, 1987

X July 1, 1987

- PREAMBLE -

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974, to negotiate with the Administrators Association of Emerson as the representative employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement,

in consideration of the following mutual covenants,
it is hereby agreed as follows:

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ARTICLE I

- RECOGNITION -

The Board hereby recognizes the Administrators Association of Emerson as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all administrators in supervisory or administrative positions which require supervisory or administrative certification, namely:

Junior-Senior High School Principal
Elementary School Principal
Dean of Students
Assistant to Elementary School Principal
Supervisors of Instruction

ARTICLE II

- NEGOTIATION PROCEDURES -

- A. The Board of Education agrees to enter into collective negotiations with the Administrators Association of Emerson in accordance with Chapter 123 of the Laws of the State of New Jersey.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be prepared to make proposals, consider proposals, and make counter-proposals, in the course of negotiations with the aim of reaching tentative agreements which can be carried back to their respective bodies for approval.

ARTICLE III

- ADMINISTRATORS' RIGHTS -

Administrators shall enjoy all rights granted under and by virtue of the provisions of Chapter 123 of the Laws of 1974 or under any other laws of the State of New Jersey, the United States, and the Constitution of the United States and of the State of New Jersey. They shall not be discriminated against, coerced, or reprimanded, by virtue of their exercise of such rights.

ARTICLE IV

- GROUP PRIVILEGES -

- A. Representatives of the Administrators Association of Emerson, the New Jersey Supervisors and Principals Association and the National Association of Supervisors and Principals shall be permitted to transact official business on school property. This business shall not interfere with or interrupt normal school operations and shall require the permission of the Superintendent.
- B. The Administrators Association of Emerson and its representatives shall be permitted the use of school buildings for meetings with the approval of the Building Principal.
- C. The Administrators Association of Emerson shall be permitted to use school facilities and equipment including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment with the approval of the Building Principal. The Administrators Association of Emerson shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Administrators Association of Emerson shall be permitted the use of the inter-school mail facilities and school mail boxes with the approval of Building Principals or other members of the Administration.

ARTICLE V

- BOARD RIGHTS -

The Board of Education retains and reserves unto itself, (without limitation) all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the government of the United States; and by the decisions of the Commissioner and the Board of Education of the State of New Jersey; by the rules and regulations of the State Board of Education and by the decisions of the courts of the State of New Jersey or of the United States, and by the regulations of the Public Employment Relations Commission (PERC).

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POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
160	33,626	35,307	37,072	38,926	40,872	42,916		
162 Supervisor of 1 Dept. with less than 5 teachers	33,962	35,660	37,443	39,315	41,281	43,345		
164	34,301	36,016	37,817	39,708	41,693	43,778		
166	34,644	36,377	38,195	40,105	42,110	44,216		
168	34,991	36,740	38,577	40,506	42,531	44,653		
170 Supervisor of 2 Depts. with more than 10 teachers or 3 Depts. with more than 8 teachers	35,341	37,108	38,963	40,911	42,957	45,105		
172	35,612	37,393	39,262	41,225	43,287	45,451		
174	35,969	37,767	39,655	41,638	43,720	45,906		
176 Dean of Students	36,328	38,145	40,052	42,054	44,157	46,365		
178	36,692	38,526	40,453	42,475	44,599	46,829		
180 Asst. to Elem. Principal	37,039	38,912	40,857	42,900	45,045	47,297		
182 Administrative Assistant	37,400	39,270	41,234	43,295	45,460	47,733		
184	37,774	39,662	41,646	43,728	45,914	48,210		
186	38,151	40,059	42,062	44,165	46,373	48,692		
188 Dean/Supervisor	38,533	40,460	42,483	44,607	46,837	49,179		
190 Admin. Asst./Supervisor	38,844	40,786	42,826	44,967	47,215	49,576		
192	39,232	41,194	43,253	45,416	47,687	50,071		
194	39,624	41,606	43,686	45,870	48,164	50,572		
196	40,021	42,022	44,123	46,329	48,646	51,078		
198	40,421	42,442	44,563	46,793	49,132	51,589		
200	40,826	42,867	45,010	47,261	49,624	52,105		
202	41,234	43,296	45,460	47,733	50,120	52,626		
204	41,646	43,728	45,915	48,210	50,621	53,152		
206	42,062	44,165	46,373	48,692	51,127	53,683		
208	42,483	44,607	46,837	49,179	51,638	54,220		
210	42,907	45,053	47,305	49,671	52,154	54,762		
212 Elementary Principal	43,337	45,504	47,779	50,168	52,676	55,310		
214	43,853	46,046	48,348	50,766	53,304	55,969		
216	44,292	46,507	48,832	51,273	53,837	56,529		
218	44,735	46,971	49,320	51,786	54,375	57,094		
220	45,182	47,441	49,813	52,304	54,919	57,665		
222 High School Principal	45,634	47,916	50,312	52,827	55,469	58,242		
224	46,090	48,395	50,814	53,355	56,023	58,824		

The Board will discuss with the AAE prior to making a final decision, placement of new members on guide.

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POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
160 Supervisor of 1 Dept.	36989	38838	40780	42819	44960	47208		
162 with less than 5 teachers	37359	39226	41188	43247	45410	47680		
164	37732	39619	41600	43680	45864	48137		
166	38110	40015	42015	44116	46322	48638		
168	38490	40415	42436	44556	46786	49125		
170 Supervisor of 2 Depts. with more than 10 teachers or 3 Depts. with more than 8 teachers	38875	40819	42860	45003	47253	49616		
172	39174	41133	43189	45349	47616	49937		
174	39566	41544	43621	45802	48092	50497		
176 Dean of Students	39961	41959	44057	46260	48573	51002		
178	40361	42379	44498	46723	49059	51512		
180 Asst. to Elem. Principal	40765	42803	44942	47190	49550	52037		
182 Administrative Assistant	41140	43197	45357	47624	50006	52506		
184	41551	43629	45810	48101	50506	53031		
186	41966	44065	46268	48581	51010	53561		
188 Dean/Supervisor	42386	44506	46731	49068	51521	54097		
190 Admin. Asst./Supervisor	42728	44864	47108	49463	51936	54533		
192	43156	45314	47579	49958	52456	55079		
194	43587	45766	48054	50457	52980	55629		
196	44023	46224	48536	50962	53510	56186		
198	44463	46686	49020	51471	54045	56747		
200	44908	47153	49511	51986	54586	57315		
202	45357	47625	50006	52506	55131	57888		
204	45810	48101	50506	53031	55683	58467		
206	46269	48582	51011	53562	56240	59052		
208	46731	49068	51521	54097	56802	59642		
210	47199	49559	52037	54639	57370	60239		
212 Elementary Principal	47671	50054	52557	55185	57944	60841		
214	48236	50650	53183	55822	58634	61586		
216	48721	51157	53715	56401	59221	62182		
218	49209	51669	54252	56965	59813	62804		
220	49701	52186	54795	57535	60451	63432		
222 High School Principal	50197	52707	55343	58110	61015	64066		
224	50670	53235	55896	58691	61626	64707		

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POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
160 Supervisor of 2 Depts. with less than 5 teachers	34,266	35,979	37,778	39,567	41,651	43,733	45,920	
162								
164	34,609	36,339	38,156	40,064	42,067	44,170	46,379	
166	34,955	36,703	38,538	40,465	42,488	44,612	46,843	
168	35,304	37,069	38,923	40,869	42,912	45,058	47,311	
170	35,657	37,440	39,312	41,278	43,341	45,509	47,784	
Supervisor of 2 Depts. with more than 10 teachers or 3 Depts. with more than 8 teachers								
172	36,014	37,815	39,705	41,691	43,775	45,964	48,262	
174	36,291	38,105	40,010	42,011	44,112	46,317	48,633	
176	36,634	38,487	40,411	42,432	44,553	46,781	49,120	
178	37,020	38,872	40,815	42,856	44,999	47,249	49,611	
180	37,391	39,260	41,223	43,284	45,449	47,721	50,107	
182	37,764	39,653	41,635	43,717	45,903	48,198	50,608	
184	38,112	40,018	42,019	44,120	46,326	48,642	51,074	
186	38,494	40,418	42,439	44,561	46,789	49,129	51,585	
188	38,879	40,822	42,864	45,007	47,257	49,620	52,101	
190	39,267	41,231	43,292	45,457	47,730	50,116	52,622	
192	39,584	41,563	43,641	45,823	48,114	50,520	53,046	
194	39,980	41,979	44,078	46,282	48,596	51,026	53,571	
196	40,379	42,398	44,518	46,744	49,081	51,535	54,112	
198	40,769	42,807	44,948	47,195	49,555	52,032	54,634	
200	41,191	43,251	45,413	47,684	50,068	52,571	55,200	
202	41,603	43,683	45,867	48,161	50,569	53,097	55,752	
204	42,019	44,120	46,326	48,643	51,075	53,629	56,310	
206	42,440	44,561	46,790	49,129	51,585	54,165	56,873	
208	42,864	45,007	47,257	49,620	52,101	54,706	57,441	
210	43,292	45,457	47,730	50,116	52,622	55,253	58,016	
212	43,725	45,911	48,207	50,617	53,148	55,806	58,596	
214	44,163	46,371	48,689	51,124	53,680	56,364	59,182	
216	44,689	46,923	49,269	51,733	54,319	57,035	59,887	
218	45,136	47,392	49,762	52,250	54,862	57,606	60,486	
220	45,587	47,866	50,260	52,773	55,411	58,182	61,091	
222	46,043	48,345	50,762	53,301	55,966	58,764	61,702	
224	46,503	48,828	51,270	53,833	56,525	59,351	62,319	
226	46,968	49,317	51,783	54,372	57,090	59,945	62,942	

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POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
160 Supervisor of 1 Dept. with less than 5 teachers	37692	39577	41555	43633	45815	48106	50511	
162	38070	39973	41972	44070	46274	48588	51017	
164	38450	40373	42391	44511	46737	49073	51527	
166	38835	40776	42815	44956	47204	49564	52042	
166	39223	41184	43243	45405	47675	50059	52562	
170 Supervisor of 2 Depts. with more than 10 teachers or 3 Depts. with more than 8 teachers	39615	41596	43676	45859	48152	50560	53088	
172	39920	41916	44012	46213	48523	50950	53497	
174	40320	42335	44452	46675	49009	51459	54032	
176 Dean of Students	40722	42759	44897	47141	49498	51973	54572	
176	41130	43186	45346	47613	49994	52493	55118	
180 Asst. to Elem. Principal	41541	43618	45799	48089	50493	53018	55669	
182 Administrative Assistant	41924	44020	46221	48532	50959	53507	56182	
184	42342	44460	46683	49017	51468	54041	56743	
186	42766	44905	47150	49507	51983	54582	57311	
188 Dean/Supervisor	43194	45354	47621	50022	52502	55128	57884	
190 Admin. Asst./Supervisor	43542	45719	48005	50405	52925	55571	58350	
192	43977	46176	48485	50909	53455	56128	58934	
194	44417	46638	48970	51418	53989	56689	59523	
196	44861	47104	49459	51932	54529	57255	60118	
198	45310	47576	49954	52452	55075	57829	60720	
200	45763	48051	50454	52977	55625	58407	61327	
202	46221	48532	50958	53506	56181	58990	61940	
204	46683	49017	51468	54042	56744	59581	62560	
206	47150	49507	51982	54582	57311	60176	63183	
208	47621	50002	52502	55128	57884	60778	63817	
210	48097	50502	53027	55679	58463	61386	64455	
212 Elementary Principal	48579	51008	53558	56236	59048	62000	65100	
214	49158	51616	54196	56906	59751	62739	65876	
216	49649	52132	54739	57475	60349	63367	66535	
218	50146	52653	55286	58050	60952	64000	67200	
220	50647	53179	55838	58630	61562	64640	67872	
222 High School Principal	51154	53712	56397	59217	62178	65287	68551	
224	51666	54249	56961	59810	62800	65940	69237	

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	POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
160		34,755	36,493	38,318	40,233	42,245	44,357	46,575	48,904
162	Supervisor of 1 Dept. with less than 5 teachers	35,103	36,858	38,701	40,636	42,668	44,801	47,041	49,393
164		35,454	37,226	39,088	41,042	43,094	45,249	47,511	49,887
166		35,808	37,599	39,479	41,453	43,525	45,702	47,987	50,386
168		36,167	37,975	39,874	41,867	43,961	46,159	48,467	50,890
170	Supervisor of 2 Depts. with more than 10 teachers or 3 Depts. with more than 8 teachers	36,528	38,355	40,272	42,286	44,400	46,620	48,951	51,399
172		36,810	38,650	40,583	42,612	44,742	46,980	49,329	51,795
174		37,178	39,037	40,989	43,038	45,190	47,449	49,822	52,313
176	Dean of Students	37,550	39,427	41,398	43,468	45,642	47,924	50,320	52,836
178		37,925	39,821	41,812	43,903	46,098	48,403	50,823	53,364
180	Asst. to Elem. Principal	38,304	40,220	42,230	44,342	46,559	48,887	51,331	53,898
182	Administrative Assistant	38,657	40,590	42,619	44,750	46,988	49,337	51,804	54,394
184		39,043	40,996	43,045	45,198	47,458	49,830	52,322	54,938
186		39,434	41,405	43,476	45,649	47,932	50,328	52,845	55,487
188	Dean/Supervisor	39,828	41,819	43,910	46,106	48,411	50,832	53,373	56,042
190	Admin. Asst./Supervisor	40,149	42,157	44,265	46,478	48,802	51,242	53,804	56,494
192		40,551	42,579	44,708	46,943	49,291	51,755	54,343	57,060
194		40,957	43,004	45,155	47,412	49,783	52,272	54,886	57,630
196		41,366	43,435	45,606	47,887	50,281	52,795	55,434	58,206
198		41,780	43,869	46,062	48,365	50,783	53,322	55,989	58,788
200		42,198	44,308	46,523	48,850	51,292	53,857	56,550	59,377
202		42,620	44,751	46,988	49,337	51,804	54,395	57,114	59,970
204		43,046	45,198	47,458	49,831	52,323	54,939	57,686	60,570
206		43,476	45,650	47,932	50,329	52,845	55,487	58,262	61,175
208		43,911	46,106	48,412	50,832	53,374	56,043	58,845	61,787
210		44,350	46,568	48,966	51,441	53,908	56,603	59,433	62,405
212	Elementary Principal	44,794	47,033	49,385	51,854	54,447	57,169	60,028	63,029
214		45,227	47,494	49,973	52,472	55,096	57,850	60,743	63,780
216		45,781	48,070	50,473	52,997	55,647	58,430	61,350	64,418
218		46,238	48,550	50,978	53,527	56,203	59,013	61,964	65,062
220		46,701	49,036	51,488	54,062	56,765	59,604	62,584	65,713
222	High School Principal	47,160	49,526	52,003	54,603	57,333	60,196	63,210	66,370
224		47,633	50,014	52,515	55,141	57,898	60,793	63,832	67,034

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POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
160 Supervisor of 1 Dept. with less than 5 teachers	38,231	40,143	42,150	44,257	46,470	48,794	51,233	53,795
162	38,613	40,544	42,571	44,700	46,935	49,282	51,746	54,333
164	38,999	40,949	42,997	45,147	47,404	49,774	52,263	54,876
166	39,390	41,359	43,427	45,598	47,878	50,272	52,786	55,425
168	39,783	41,772	43,861	46,054	48,357	50,775	53,313	55,979
170 Supervisor of 2 Depts. with more than 10 teachers or 3 Depts. with more than 8 teachers	40,182	42,190	44,300	46,515	48,841	51,283	53,847	56,539
172	40,863	42,906	45,051	47,304	49,669	52,152	54,760	57,498
174	41,271	43,335	45,502	47,777	50,166	52,674	55,308	58,073
176 Dean of Students	41,684	43,769	45,957	48,255	50,668	53,201	55,861	58,654
178	42,101	44,207	46,417	48,738	51,175	53,733	56,420	59,241
180 Asst. to Elem. Principal	42,135	44,242	46,454	48,776	51,215	53,776	56,465	59,288
182 Administrative Assistant	42,522	44,648	46,881	49,225	51,686	54,270	56,984	59,835
184	42,947	45,095	47,349	49,717	52,203	54,813	57,553	60,431
186	43,377	45,546	47,823	50,214	52,725	55,361	58,130	61,036
188 Dean/Supervisor	43,811	46,001	48,320	50,716	53,252	55,915	58,710	61,646
190 Admin. Asst./Supervisor	44,165	46,373	48,691	51,126	53,682	56,366	59,185	62,144
192	44,606	46,836	49,178	51,637	54,219	56,930	59,776	62,765
194	45,927	48,223	50,635	53,166	55,825	57,499	60,374	63,393
196	45,503	47,778	50,167	52,675	55,309	58,074	60,978	64,027
198	45,938	48,236	50,668	53,202	55,862	58,655	61,588	64,667
200	46,417	48,738	51,175	53,734	56,421	59,242	62,204	65,314
202	46,882	49,226	51,687	54,271	56,985	59,834	62,826	65,967
204	47,351	49,718	52,204	54,814	57,555	60,433	63,454	66,637
206	47,824	50,215	52,726	55,362	58,130	61,037	64,089	67,293
208	48,302	50,717	53,253	55,916	58,712	61,647	64,730	67,966
210	48,785	51,225	53,786	56,475	59,299	62,264	65,377	68,646
212 Elementary Principal	49,273	51,737	54,323	57,040	59,892	62,886	66,030	69,332
214	49,860	52,353	54,970	57,719	60,605	63,635	66,817	70,158
216	50,359	52,877	55,521	58,297	61,212	64,272	67,486	70,860
218	50,862	53,405	56,075	58,879	61,823	64,914	68,160	71,568
220	51,371	53,939	56,636	59,468	62,442	65,564	68,842	72,284
222 High School Principal	51,885	54,479	57,203	60,063	63,066	66,220	69,530	73,007
224	52,404	55,024	57,775	60,664	63,967	66,882	70,226	73,737

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ARTICLE VI - SALARY AGREEMENT (Continued)LONGEVITY

Starting after the tenth (10th) year in Emerson, members of the Administrators Association will receive \$100.00 per year up to the twentieth (20th) year, \$110.00 per year from the twenty-first (21st) to the twenty-fifth (25th) year and \$120.00 per year from the twenty-sixth (26th) to the thirtieth (30th) year and \$130.00 per year for each year over 30 years.

NEW JERSEY HEALTH BENEFITS

The Emerson Board of Education agrees to pay 100% family coverage for each member of the Association.

INCOME PROTECTION PLAN

The Emerson Board of Education agrees to pay \$30.20 per month for each Association member towards the premium of the Income Protection Plan issued by the Washington National Insurance Company of Evanston, Illinois.

DENTAL PLAN

In 1987-1988, the Emerson Board of Education agrees to pay 100% of the employee's share of the dental plan. Beginning in 1988-1989, the Emerson Board of Education agrees to pay 100% for full-family coverage.

AUTOMOBILE ALLOWANCE

The Emerson Board of Education agrees to pay \$45.00 per month for travel to employees in the following positions:

Jr-Sr High School Principal (12 Months)
Elementary Principal (12 Months)
Assistant to Elementary Principal (10 Months)
Supervisor of Art, Music, Physical Education
(10 Months)

PRESCRIPTION PLAN

The Emerson Board of Education agrees to pay 100% of a \$3.00 full-family prescription plan.

SERVICE RECOGNITION ALLOWANCE

The Emerson Board of Education will recognize dedicated administrators upon retirement from education who have served the Emerson Public Schools for ten or more consecutive years in administrative and/or supervisory capacity by awarding them an amount of additional salary per year of service in accordance with the following schedule:

Full-time Administration:	\$400.00 per year to a maximum payment of \$12,000
Part-time Administration/ Supervision:	\$350.00 per year to a maximum of \$10,500
Full-time instruction prior to promotion to Adminis- tration/Supervision: (Admin./Supervision with less than 10 years only)	\$300.00 per year to the maximum appropriate to the position category

Outstanding dedicated administrators are those who have received all satisfactory ratings on all annual evaluations and who have contributed to the broad range of educational activities, staff development and curriculum planning which have benefited our schools and our students.

The method of payment of the Service Recognition Allowance shall be mutually agreed upon by the Board and the administrator/supervisor once notification of intention to retire is received. Any change in plans shall necessitate repayment of the allotment received to the Board of Education in a manner mutually agreed. In case of death of the administrator before the anticipated retirement, the administrator's estate is not liable for this repayment.

In the event of a reduction in force which occurs after the ratification of this contract and which causes an administrator/supervisor to return to a teaching post in the Emerson District, the Board of Education recognizes its responsibility to credit the years of administrator/supervisory service when developing a service recognition payment at retirement.

ARTICLE VII

- SABBATICAL LEAVE POLICY -

- A. Sabbatical leave or long-term leave with pay is desired to improve instructional service at the highest level of quality and efficiency. Sabbatical leave is not a reward for past accomplishments. Rather, it is really an investment by the school district to better instruction and, therefore, primarily a benefit to the school district.
- B. Sabbatical leave of absence for study or educational travel for either one-half year or for one full year will be granted to Association members upon the recommendation of the Superintendent of Schools and approval of the Board of Education.
- C. The Superintendent shall be responsible for recommending to the Board those candidates who, in his estimation, shall be permitted sabbatical leave from among those eligible candidates applying.
- D. In order to be eligible for a sabbatical leave, an Association member shall have been employed in the Emerson Public Schools for at least seven consecutive years. A second sabbatical shall not be granted until after seven years of service in the Emerson Public Schools subsequent to the termination of the first sabbatical leave.
- E. No more than one Association member shall be chosen every two years for a full-year sabbatical leave. Two Association members may be granted half-year sabbatical leaves instead of the one full-year sabbatical leave during the same period or two (2) mini-sabbaticals. A mini-sabbatical may be granted for no less than two (2) weeks, nor more than two (2) months.
- F. Association members allowed a sabbatical leave of absence for study or travel will be paid 70% of their full salary for a full-year sabbatical or 70% of one-half their year's salary for a half-year sabbatical.
- G. During the sabbatical leave period, retirement benefits, pensions and contributions based upon the salary the staff member would have received if serving, and other benefits, shall continue. However, there shall be no further accumulation of sick leave during the sabbatical leave.
- H. Association members applying for sabbatical leave for the purpose of study or educational travel shall present a plan of study or travel to the Superintendent of Schools prior to the granting of the leave. If the staff member later finds it necessary to change his plans, he shall notify the Superintendent of Schools and receive approval in advance for any change. Any change of plans must be submitted to the Superintendent before April 1.

VII. SABBATICAL LEAVE (continued)

I. All applications for sabbatical leaves, either for one-half year or full year, shall be submitted to the Superintendent of Schools by November 1 of the previous school year. The candidates shall be notified of their acceptance or rejection by December 30.

J. Association members on sabbatical leaves shall not engage in study for another trade or profession.

K. Granting of sabbatical leave shall be contingent upon the Association member's agreement to return to the Emerson Public School System for at least two years after the sabbatical leave has ended.

L. Within two months of resumption of service, each Association member shall submit a written report dealing with the educational aspects of his study or travel to the Superintendent of Schools.

M. It is understood and agreed that the rejection of any application for sabbatical leave shall not be the subject of a grievance.

ARTICLE VIII

- SICK LEAVE -

A. For the duration of this contract, all Association members employed shall be entitled to sick leave as follows:

1. Ten-Month Employment - Association members employed on a ten-month basis shall be entitled to 12 days sick leave each year. Only ten of those days shall be accumulative.
2. Twelve-Month Employment - Association members employed on a twelve-month basis shall be entitled to 16 days sick leave each year. Only 12 of those days shall be accumulative.

B. The Board of Education reserves the right to request a physician's certificate when an Association member is absent for more than three consecutive days.

ARTICLE IX

- TEMPORARY LEAVES OF ABSENCE -

A. Association members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each year:

1. Ten-Month Employees - Four (4) days for leave of absence for personal legal business, household or family matters and religious holidays which require absence during school hours and any other areas not covered, may be granted after application to an Administrator's superior for personal leave. Application shall be made at least five (5) days before such leave is to start (except in the case of emergencies), and the applicant for such leave shall be required to state which of the reasons mentioned above is being used for requesting leave.

Twelve-Month Employees - Unlimited days for leave of absence for personal legal business, household or family matters and religious holidays which require absence during school hours and any other areas not covered, may be granted after application to an Administrator's superior for personal leave. Application shall be made at least five (5) days before such leave is to start (except in the case of emergencies), and the applicant for such leave shall be required to state which of the reasons mentioned above is being used for requesting leave.

2. When it is in the best interest of the school system to have an Association member visit other schools and attend meetings or conferences which are allied with the Association member's major field of service to the system, the Board may grant such leave upon the recommendation of the Superintendent.
3. Time necessary for appearance in any legal proceeding connected with the Association member's employment or with the school system.
4. In the event of death of any member of the Association member's immediate family, days necessary to make any arrangements will be requested of the Superintendent.
5. Leave with pay for death of other than an immediate member of the family - aunt, uncle, cousin.

B. Leaves taken pursuant to Section "A" shall be in addition to any sick leave to which the Association member is entitled.

ARTICLE X

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its Administrators dues for the Administrator's Association of Emerson, the New Jersey Supervisors and Principals Association and the National Association of Supervisors and Principals, or any one or any combination of such Associations as said Administrator individually and voluntarily authorized the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) as amended and under rules established by the State Department of Education. Said monies, together with records of any collections, shall be transmitted to the Treasurer of the Administrators' Association of Emerson by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Administrators authorizations shall be in writing in the form set below:

.....

AUTHORIZATION

- TO DEDUCT ASSOCIATION MEMBERSHIP DUES -

Name _____ Soc. Sec. No. _____
School Building _____ District _____

TO: Disbursing Officer, Emerson Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of July 1 or January 1 next succeeding the date on which notice of withdrawal is filed I also agree that, upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current period.

(continued)

ARTICLE X - DEDUCTION FROM SALARY (continued)

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefor.

I designate the Administrators' Association of Emerson to receive dues and distributed according to the organizations indicated:

ADMINISTRATORS' ASSOCIATION OF EMERSON

☒

NEW JERSEY PRINCIPALS AND SUPERVISORS ASSOCIATION

☒

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall give the Board of Education written notice prior to the effective date of such change.
3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
4. The filing of notice of an Administrator's withdrawal shall be according to law.

ARTICLE XI

- GRIEVANCE PROCEDURE -

DEFINITIONS

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper or unjust application, interpretation, or violation of a policy, agreement or administrative decision affecting said employee.

The term "employee" shall mean an employee or a group of employees.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

- A. the failure or refusal of the Board to renew the contract of a non-tenured employee.
- B. in matters where the Board is without authority to provide remedy.

In the following instances, an employee shall have the right to invoke the grievance procedure up to the hearing before the Board of Education, and upon a determination being made by the Board, the procedure thereafter shall be by petition filed with the Commissioner of Education:

- A. in matters where a method of review is prescribed by law or by any rule, regulation, or bylaw of the State, Commissioner of Education, or the State Board of Education.
- B. in matters where the Board contends that it has the sole and unlimited discretion to act.
- C. in matters where the discretion of the Board may not be unlimited but where after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

The term "representative" shall include any organization or other person authorized or designated by any employee or any group of employees, or by the Board to act on its behalf and on their behalf and to represent it or them.

The term "employee" shall mean those employees recognized in ARTICLE I, RECOGNITION.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

ARTICLE XI - GRIEVANCE PROCEDURE (continued)

The term "party" means an aggrieved employee, his immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute abandonment of the grievance. In the event the aggrieved employee has been absent from school due to a single illness, the period during which action may be instituted shall be extended for a period equal to such length of consecutive absence.
2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. An employee shall first discuss his grievance with his immediate superior. Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) days of said hearing.
6. If the grievance is not resolved to the employee's satisfaction, within five (5) days from the determination referred to in Paragraph 5 above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:
 - A. the nature of the grievance;
 - B. the results of the previous discussion;
 - C. the basis of his dissatisfaction with the determination.
7. A copy of the writing called for in Paragraph 6 above shall be furnished to the school principal and to the immediate superior of the aggrieved employee.

(continued)

ARTICLE XI - GRIEVANCE PROCEDURE (continued)

8. Within ten (10) calendar days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
9. Within ten (10) calendar days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.
10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) days of the failure of the Superintendent to act or within ten (10) days of the determination by him, may appeal to the Board of Education.
11. Where an appeal is taken to the Board, there shall be submitted by the appellant:

The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.
12. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may on its own, conduct a hearing with the grievant and his representative invited to be present, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant request in writing a hearing before the Board, a hearing shall be held.
13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall, in writing, notify the employee, his representative, if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
14. In the event an employee is dissatisfied with the determination of the Board, he shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

(continued)

ARTICLE XI - GRIEVANCE PROCEDURE (continued)

A request for advisory arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar of such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand. In the event the aggrieved employee has been absent from school due to a single illness, the period during which action may be instituted shall be extended for a period equal to such length of consecutive absence.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

15. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same have been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth:
 - A. the order, ruling or determination complained of;
 - B. the basis of the complaint;
 - C. a request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

16. Upon receipt of a grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraphs 12 and 13.
17. All employees shall be entitled to resort to the full procedure herein-above set forth.

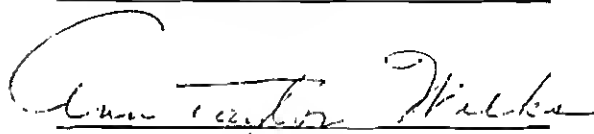
ARTICLE XII

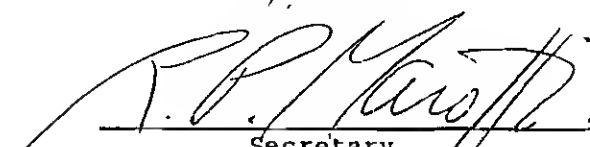
- DURATION OF AGREEMENT -

This Agreement shall be effective as of July 1, 1987 and shall continue until June 30, 1990.

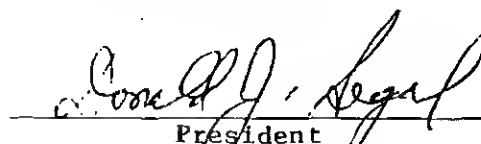
This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

THE ADMINISTRATORS ASSOCIATION
OF EMERSON


President


Secretary

THE EMERSON BOARD OF
EDUCATION


President


Secretary